

CONTRACT
BETWEEN
SOUTH WINDSOR BOARD OF EDUCATION
AND
LOCAL NO. 1303-29, COUNCIL NO. 4
AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO

July 1, 2018 through June 30, 2021

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ARTICLE I - RECOGNITION

- 1.0 The Board recognizes the Union as the sole and exclusive bargaining agent for purposes of collective bargaining on matters of wages, hours of employment, and other conditions of employment for all custodial and maintenance employees of the School Department except part-time employees who work less than twenty hours per week; excluding supervisors (supervisors do not include Head Custodian).
- 1.1 Temporary or seasonal help persons are not, and shall not be members of the Union, and as such, the provisions of the Agreement between the Board and the Union shall not apply to temporary or seasonal help.

Temporary or seasonal help persons are those who are hired temporarily to supplement the work force.

Temporary or seasonal help persons may not work for more than 75 working days in a fiscal year, without prior discussion with the Union to clarify such use.

- 1.2 The Union shall furnish the Board with a list of its officers, executive committee members and stewards, and as soon as possible notify the Board in writing of any changes therein. Such notification shall be sent to the Assistant Superintendent of Personnel and Administration. No officer, executive committee member or steward shall be recognized by the Board until such written notification of his appointment shall be received by the Board from a duly authorized officer of the Union.

ARTICLE II - UNION SECURITY

- 2.0 All employees in the collective bargaining unit who are not union members on the effective date of this clause shall, for so long as they remain non-members, as a condition of employment, pay to the Union a service fee set in accordance with the law. All employees in the collective bargaining unit who are members of the Union on the effective date of this clause, but who hereafter cease to be union members, shall, for so long as they remain non-members, as a condition of employment, pay to the Union a service fee-set in accordance with the law. All persons who become employees in the collective bargaining unit after the effective date of this clause and who do not become union members shall, for so long as they remain non-members, as a condition of employment, pay to the Union a service fee set in accordance with law.
- 2.1 The Board agrees that, upon written authorization of any employee in the bargaining unit, as defined in the contract, it will make a monthly deduction from the wages of such employee. Such authorization shall be made upon a form entitled, "Authorization for Deduction", a facsimile of which is attached hereto and made a part hereof, and shall be submitted at least thirty (30) days before it is to become effective. Such deduction shall be discontinued only in the event of termination of such employee's services.
- 2.2 No other form of written request and no verbal request by any employee will be accepted by the Board. In any event, no refunds will be made to any employee for any reason.

- 2.3 The Union shall supply to the Board written notice of at least thirty (30) days prior to the effective date of any change in the rates of fees and dues. Such notification shall be sent to the Business Manager.
- 2.4 All deductions under this section will be made from the wages payable for the second regular pay period of each month. The total amount deducted each month in accordance with the provision of this contract will be remitted by the Board, together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Secretary of the Union. Such remittance shall be made by the third Thursday of the month following the month in which deductions are made.
- 2.5 If the wages payable for the second regular pay period are not sufficient to allow the deduction to be made, the deduction will be made from the sufficient wages payable each subsequent pay period until an amount equal to the dues outstanding has been made.
- 2.6 Local 1303-29 agrees to save the Board harmless from any action growing out of these deductions and commenced by any employee against the Board and assumes full responsibility for the disposition of the funds so discussed once they have been turned over to the authorized responsible official of Local 1303-29.
- 2.7 The Board shall make available to employees an electronic copy of the contract within thirty (30) days after signing the Agreement.
- a. New employees shall be provided with a copy of this Agreement upon completion of their probationary period.
- b. The Board shall provide the Council No. 4 Office with six (6) signed contracts after the signing of this Agreement.
- 2.8 The Board agrees to provide space on a bulletin board, in each building under its supervision in which a member of the bargaining unit works, for the executive use of the Union.
- 2.9 The Board agrees that there will be no lockout of any employee or employees, and the Union and the employees agree that there will be no strike or other concerted refusal to work during the life of this Agreement.
- 2.10 The Board agrees that representatives from Council 4 AFSCME shall be admitted to the premises of the Board during work hours with prior permission of the Assistant Superintendent for Personnel. Such visitation shall be to participate in Labor-Management meetings, attending grievance hearings/conferences and for other reasons related to the administration of this Agreement.
- 2.11 The Board agrees to deduct voluntary contributions to the American Federation of State, County and Municipal Employee's International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the wages of any employee who is a member of the Union as provided for in a written authorization. Such

authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Board and the Union. The Board agrees to remit any deductions made pursuant to this Section and to provide an itemized statement regarding the PEOPLE deductions in the same manner as the Board currently provides information regarding deductions of union dues and agency fees. The Union agrees to hold the Board harmless from any claim arising as a result of any deduction made pursuant to this Section.

ARTICLE III - PRESERVATION OF RIGHTS

- 3.0 It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the town of South Windsor in all its aspects, including, but not limited to, the following:

To maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of South Windsor; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, land, apparatus, and other property used for school purposes; to determine the type of work to be performed, to assign all work to employees or other persons; to determine shift schedules and hours of work; to decide the methods, procedures and means of conducting work; to select, hire and demote employees, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board of Education, provided such rules and regulations are made known in a reasonable manner to the employees affected by them; to discharge or otherwise discipline any employee for just cause; to promote, transfer, and lay off employees; to prepare and submit budgets to the Town and to allocate monies appropriated by the Town for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities, and prerogatives are not subject to delegation in whole or part, except that the same shall not be exercised in violation of any of the specific terms and provisions of this Agreement.

- 3.1 Nothing in this Agreement shall be construed as abridging any right, benefit, or privilege that the employees or the Board of Education have enjoyed heretofore, unless it is specifically superseded by a provision of this Agreement.
- 3.2 The Board reserves the right to establish shared services with the town, provided that this right shall not be used for the purposes or intention of undermining the Union or of discriminating against its members.

ARTICLE IV - SAFETY AND HEALTH

- 4.0 A joint safety committee shall be formed by the Board and the Union and said committee shall meet upon request of either party to review and recommend safety and health conditions.

ARTICLE V - WAGES

- 5.0 Whenever an employee is permanently moved from a class or grade to a different class or grade, which has a higher maximum of pay, he/she shall be paid at the position rate.
- 5.1 Whenever an employee is permanently moved from a class or grade to a different class or grade which has a lower maximum rate of pay, he/she shall be paid at the position rate.
- 5.2 Wages shall be in accordance with Appendix A, which is made a part hereof.
- (a) The entry rate is the starting rate in effect for the first six month period of employment. The entry rate is based on 80% of the established hourly rate for the classification.
- (b) Upon completion of six months of service, the rate of pay for the next six month period of employment will be 90% of the established hourly rate for the classification.
- (c) After the first anniversary date, the employee's rate of pay shall be the established hourly rate for the classification.
- 5.3 The bonus program is eliminated as of July 1, 1989 with the following agreement:
- Those employees listed in Appendix B will continue to receive the bonus of \$400 as scheduled.
- The bonus shall be payable in one payment at the beginning of the fiscal year during the month of July.
- Such bonus shall not become part of the employee's base hourly rate.
- 5.4 A longevity payment shall be given to an employee who has been employed at the South Windsor Board of Education for five years except that employees hired after January 1, 2000 will not be eligible for longevity.
- A longevity amount of \$70 per year with a \$1,400 maximum payment shall be based on the length of service as shown on the December seniority list.
- The longevity shall be payable in two equal installments: in the first pay period during the month of December, and in the first pay period during the month of June at the end of the school year.
- 5.5 The Custodian II employees working at the High School, Timothy Edwards and the Ellsworth School administration building shall receive a six percent (6%) per hour differential for the scheduled hours worked.
- 5.6 During the winter season* the groundskeeper is temporarily assigned to the position of maintainer with the intention of returning the employee to that of groundskeeper when the

temporary assignment has been completed. The employee's rate of pay for such temporary assignment shall be at the lowest step in the maintainer salary schedule, which produces an increase of at least one increment.

*For purposes of this section, the winter season shall be considered December 15 to March 15.

(Groundskeeper position eliminated. If position is added to the classifications, this section will be in force.)

- 5.7 Whenever an employee is scheduled to remain in the building during his lunch period, he shall be paid for such lunch period.
- 5.8 Employees working with regularly scheduled work hours for the second shift shall receive an eighty-five cents (\$.85) per hour second shift differential for hours worked after 3:00 p.m.
- 5.9 Employees working with regularly scheduled work hours for the third shift shall receive an eighty cents (\$.80) per hour shift differential.
- 5.10 Employees working the regularly scheduled eight (8) hour work day for the day shift ending later than 3:00 p.m. shall receive the eighty-five cents (\$.85) per hour second shift differential for hours worked after 3:00 p.m.
- 5.11 Shift differential will not be paid during the school calendar recess periods and the summer period when the work hours change to between 6:00 a.m. and 4:30 p.m., per Section 6.4.
- 5.12 Direct deposit shall be encouraged for all employees and required for new employees hired after July 1, 2011.
- 5.13 Employees shall receive their pay on a bi-weekly basis.

ARTICLE VI
HOURS OF WORK, OVERTIME & HOLIDAY PREMIUM PAY

- 6.1 The regularly scheduled work day for the day shift shall be eight (8) hours a day, Monday through Friday inclusive. There shall be a one-half hour (30 minutes) unpaid lunch period. Starting and finishing hours shall be determined by the Superintendent of Schools, or his designate.
- 6.2 The regularly schedule work hours for the second shift shall be from 3:00 p.m. to 11:30 p.m., including a one-half hour (30 minutes) unpaid lunch period. The work week shall be Monday through Friday inclusive.
- 6.3 The regularly scheduled work hours for the third shift shall be from 11:00 p.m. to 7:00 a.m., including a one-half hour (30 minutes) paid lunch period. The work week shall be Monday through Friday inclusive. All work performed from 11:00 p.m. Friday to 7:00 a.m. Saturday shall be considered work performed on Friday and shall be paid for at the straight

time rate of pay. Whenever a third shift is scheduled for a building, such shift shall be staffed with a minimum of two (2) employees.

- 6.4 The summer and school recess periods shall be eight (8) hours work days scheduled between the hours of 6:00 a.m. to 4:30 p.m. including a one-half hour (30 minutes) unpaid lunch period except when system requirements necessitate a change therein for use of a second or third shift following provisions of Sections 6.2 and 6.3, Section 5.8 and 5.9.
- 6.5 Hours of work for employees in the bargaining unit whose work schedule is less than forty (40) hours shall be established by the Superintendent of Schools or his designate. Individual work schedules shall not be changed after thirty (30) days except when in the judgment of the Superintendent of Schools exceptional system requirements necessitate a change therein.
- 6.6 The part-time employees working four (4) hours a day shall have a starting time between 6:00 a.m. and 7:00 p.m. Part-time employees may be added during the day shift at hours to be determined by the Superintendent or his designate.
- 6.7 When a paid holiday, hereinafter defined, falls during the work week, it shall be included as hours worked in determining overtime.
- 6.8 Time and one-half shall be paid for:
 - a. All work performed in excess of eight (8) hours in any one work day.
 - b. All work performed in excess of forty (40) hours in any work week.
 - c. All work performed on Saturday as such.
- 6.9 Double time shall be paid for:
 - a. All work performed on Sunday.
 - b. For all work performed on officially designated holidays as defined in Article XII, Section 12.0.
- 6.10 There shall be no duplicate payment of overtime under this Article for any hours worked.
- 6.11 All overtime work shall be distributed equitably in each school among employees. Employees refusing an overtime assignment shall be placed at the end of this list for future overtime assignments. In the event a school building cannot be covered for an overtime assignment by its regular staff, the supervising administrator or the Director of Maintenance Services may assign some other responsible member of the staff to perform this task.
- 6.12 When an employee works overtime after completing a regular shift, he shall be provided with a paid lunch period of twenty (20) minutes after working three (3) hours of overtime.
- 6.13 Overtime for building checks, not performed as part of building use coverage or payroll record pickup, but performed in accordance with a schedule established by the Superintendent, or his designate, shall be paid for on the basis of a minimum of two hours

at the applicable overtime rate.

- 6.14 When an employee is called in to work outside of the employee's regularly scheduled shift or scheduled overtime, the employee shall be paid a minimum of four (4) hours at the applicable overtime rate.

The foregoing applies only to situations involving work caused by storms or emergency conditions as determined by the Superintendent of Schools or his designate.

Only hours between the employee's regular quitting time and three (3) hours before his/her next day's starting time are subject to the call-in provision during the regular work week.

- 6.15 The Board shall pay an annual stipend of \$600.00 to maintainers who hold valid trade license(s).

ARTICLE VII - JOB VACANCIES

- 7.0 The matter of filling job vacancies covered by this Agreement shall be solely within the control of the school administration in accordance with the terms of this section.

- 7.1 A vacancy is defined as an opening in an existing position or a new position in the classification listed in Appendix A. When any new classifications are created in the bargaining unit, those positions shall be defined as vacancies.

- 7.2 All vacancies shall be posted within five (5) working days of the vacancy so created. Postings shall be in each school and at the office of the Board of Education for five (5) working days.

- 7.3 Employees desiring to apply for a promotion or transfer to a posted vacancy shall file an application in writing within the posting time limit.

- 7.4 Vacancies may be filled by management in any one of the following ways:

- (1) Promotion of employees from lower level classifications.
- (2) Transfer of employees from higher or equal classifications.
- (3) Qualified new applicants.

- 7.5 Every consideration shall be given to the present staff on the basis of seniority together with their qualifications for handling the job vacancy.

- 7.6 Job promotions shall be made by the Superintendent, or his designate, on the basis of seniority together with their qualifications for handling the job vacancy.

- 7.7 In the event that a vacancy is to be filled, every attempt must be made to fill such vacancy within sixty (60) calendar days of the date that a particular position has been vacated, and one-hundred-twenty (120) calendar days from the date that a new position has been created.

- 7.8 When an employee is temporarily retained in a vacant position for a period of ninety (90) actual work days, he shall be considered qualified and allocated to said position if the position continues to exist; otherwise he shall return to his former position.

During the period the employee is temporarily retained in a vacant or new position of a different class or grade which has a higher hourly range of pay, he/she shall temporarily be paid at the rate for that position (entry, six-month, or position) which corresponds to his/her own classification.

- 7.9 When an employee is temporarily assigned to a position due to the illness or other approved leave of its incumbent, he/she shall be paid at the rate for that position (entry, six-month, or position) which corresponds to his/her own classification beginning on the sixteenth (16th) consecutive workday of the temporary assignment.
- 7.10 Transfer of custodial personnel between buildings and/or work shifts may be initiated by the Superintendent or his designated agent and in making personnel transfers, the needs and interest of affected parties will be given every consideration, but the overall welfare of the school system will be considered as paramount when personnel transfers are deemed necessary. The power of transfer shall not be used as punishment.
- 7.11 When an employee covers for a Head Custodian at the High School or the Middle School, or covers the Ellsworth building, the covering employee shall receive an additional \$1.00 per hour for each actual hour worked as the substitute Head Custodian at the High School or the Middle School, or custodian at the Ellsworth building. In order to receive this \$1.00 differential, the employee must note on his/her timesheet the hours that he/she worked in this capacity.

ARTICLE VIII - SENIORITY

- 8.0 The Board shall prepare a list of all employees covered by this Agreement showing their seniority in length of service with the Board and deliver the same to the Union on December 1 of each year. Upon completion of their probationary period, new employees shall be added to this list.
- 8.1 No employee shall attain seniority or other rights under this Agreement until he/she has been continuously employed for a period of ninety (90) actual work days (exclusive of sick or other leave) of which at least forty-five (45) such days must be served while schools are in session. Until expiration of such period, he or she shall be on probation and may be terminated by the Board in its sole discretion for any reason whatsoever and neither the employee nor the Union, on his or her behalf, shall have recourse to the grievance or arbitration provisions of this Agreement. An employee, after completion of his or her probationary period shall acquire seniority commencing on the date of his or her employment.

An employee shall serve a new probationary period of thirty (30) calendar days in the event the employee is transferred or promoted from one position to another. If the employee fails to successfully complete the probationary period, the employee shall be returned to his/her former position.

- 8.2 Seniority shall be deemed broken by termination of employment caused by resignation or discharge.

ARTICLE IX - LAYOFFS

- 9.0 Whenever a reduction in work is required, the reduction shall be made in the following order with employees in each classification (Maintainer, Custodian II, Custodian I) laid off in inverse order to their length of service with the Board.
1. Part-time probationary employees working twenty (20) hours a week, but less than forty (40) hours per week;
 2. Part-time permanent employees, working twenty (20) hours a week, but less than forty (40) hours per week;
 3. Full-time probationary employees;
 4. Full-time permanent employees

For purposes of this section, the Courier position shall be considered a full-time permanent position unless the employee in that position is a probationary employee.

The Superintendent shall have the right to deviate from the above procedure in exceptional cases after notice to and discussion with the Union. Any such deviation may be subject to the grievance procedure waiving the first step under Article XV.

- 9.1 An employee scheduled for layoff from the Custodian II or Maintainer classification may replace the least senior employee occupying a Custodian I classification provided that the seniority of the employee replaced is less than the seniority of the employee originally scheduled for layoff. The employee replaced shall then be scheduled for layoff.
- 9.2 Whenever a recall of employees is required, the recall shall be made in inverse order to the reduction procedure followed per Section 9.0. The Superintendent shall have the right to deviate from the procedure in exceptional cases after notice to and discussion with the Union. Any such deviation may be subject to the grievance procedure waiving the first step under Article XV.
- 9.3 In the event any employee refuses to respond to an offer of recall to a full-time position (sent by email, whenever possible, and certified mail, return receipt requested) within six (6) working days of the sending of such offer, or otherwise refuses to return to work when recalled, his or her seniority will be considered lost and he or she will no longer be considered eligible for recall. The Board shall begin counting days starting with the date that on which the certified letter is postmarked. However, if the employee sends a return email message to the Board refusing the position, the Board shall move to the next employee on the recall list without waiting for the remainder of the period to elapse.
- 9.4 Employees on layoff will be given the first opportunity to be utilized in a temporary or extra help capacity if they have the qualifications to perform the work. Refusal to work will not affect the employees status on the recall list.
- 9.5 The names of employees who have been laid off shall be placed on a recall list for a period of eighteen (18) months from the date of layoff, after which they will forfeit their seniority

rights. Such employees' names shall be listed in accordance with the order set forth in Section 9.1.

ARTICLE X - INSURANCE AND PENSION

10.0 Employees whose normal schedule regularly requires them to work 30 hours or more per week shall be eligible for insurance benefits. The insurance plans will be the preferred provider health plan (PPO) and dental plan and an HSA/High Deductible Health Plan.

Effective upon ratification, the HSA shall be the core insurance plan. For any employee wishing to remain in the PPO plan, the Board will contribute toward the cost of that plan an amount equal to the dollar amount contributed by the Board toward the premium of the HSA plan for the employee's coverage level. Any employee remaining enrolled in the PPO plan shall pay the full difference between the dollar amount contributed by the Board and the full cost of the PPO plan.

Premium Cost Share for HDHP Plan		
Contract Year	Board of Education Pays	Employee Pays
2018-19	82%	18%
2019-20	82%	18%
2020-21	81%	19%

The HDHP with HSA shall have the following attributes:

Cost Shares Provisions	In-Network	Out-of Network
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000	
Co-insurance	N/A	80% after deductible, up to co-insurance maximum
Annual Out-of-Pocket Maximum Co-insurance	\$5000/\$10,000	
Prescription Drug Coverage	Treated as any other medical expense, Subject to deductible, once deductible is met, then \$10/35/50 copay per prescription retail or \$10/70/100 by mail	
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits

The Board shall deposit 50% toward the cost of the deductible. For the 2018-19 school year, the Board shall deposit its contribution in one installment as soon as feasible after ratification of the 2018-21 agreement. For all other years, the Board's deposit toward the HSA deductible will be deposited into the HSA accounts in two equal installments on or around August 1 and February 1. The parties acknowledge that the Board's deposit toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment. For any plan year in which an

employee is enrolled in the high deductible/HSA plan for only a portion of the plan year, the Board's deposit toward the funding of the deductible shall be pro-rated.

A Health Reimbursement Account (HRA) will be set up for any employee who is precluded from participating in a Health Savings Account ("HSA") because the employee receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for an employee participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for an employee enrolled in the HSA at the employee's contribution level (single, two person, family). The Board shall have no responsibility for any administrative and/or monthly costs associated with the set-up and/or administration of the HRA.

The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

The Board will make a Vision Plan available with the participating employee paying 100% of the cost.

The Board of Education will pay 100% of Life and Accidental Death & Dismemberment Insurance. in the amount equal to one (1) times the employee's annual earnings. If the employee's annual Earnings are not a multiple of \$1,000, the amount will be rounded to the next higher multiple of \$1,000. The amount may not exceed \$100,000.

The PPO plan shall have the following elements (any plan design elements not mentioned, shall remain the same)

Product	Century Preferred
	<u>In-Network</u>
Deductible	\$0/\$0
Coinsurance	0%
Co-Pay/Coinsurance Maximum	\$0/\$0
Out-of-Pocket Maximum	\$6,350/\$12,700
Office Visit	\$25
Preventive Care Visit	\$0
Specialist	\$30
Inpatient Admission	\$300
Outpatient Surgery	\$175
Ambulatory Surgery	\$125
Emergency Room	\$150
Urgent Care Facility	\$50
High End Imaging	\$75 co-pay up to a \$300 maximum per calendar year

	<u>Out-Of-Network</u>
Deductible	\$400/\$800/\$1000
Coinsurance Maximum	\$1600/\$3200/\$4000
Out-of-Pocket Maximum	\$2000/\$4000/\$5000
Lifetime Maximum	Unlimited
In-Network Prescription Drugs	\$5/20/35
Pharmacy Plan	Managed Public Sector 3 Tier Drug Rider (MP2)
Prescription Maximum	Unlimited
Mail Order Prescriptions	2X Retail

The Board of Education may change the identity of the carriers (or third party administrators) identified in the contract to provide medical, prescription drug, dental, vision and/or life insurance in whole or in part. Prior to changing carriers (or third party administrator) under this section, the Board shall notify the President of the Association at least (30) days in advance of the nature of the change and the reasons for the change. Any changes in carrier (or third party administrator) must provide substantially equal or better benefits, administration and network to the members of the bargaining unit and their dependents, considering the plan as a whole. If during the thirty day period set forth above, the parties cannot agree that this is the case, either the Board or the Association may invoke arbitration as provided under this Agreement for the purpose of determining whether the proposed change or changes will result in substantially equal or better considering the plan as a whole. Any arbitration under this clause will be final and binding as provided by the contract, preferably before an arbitrator experienced in insurance matters.

Any changes in family size (marriage, birth, ineligible children, divorce, death) should be reported in writing to the Personnel Office within 30 calendar days maximum.

If the Board receives notice that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 4980I, or any other federal statute or regulation, during the term of this contract, the Board and the Union will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA). Only Article X (Insurance) of the collective bargaining agreement would be subject to the reopener and no other provisions of the collective bargaining agreement would be opened for the mid-term negotiations referenced in this paragraph.

- 10.1 Retirees from the South Windsor School System shall be eligible - subject to the current provisions of the policyholder - to continue the health insurance coverage (defined as the hospital, medical/surgical, and major medical plans - excluded is the dental plan) and life insurance in the amount of salary at time of retirement, rounded to nearest thousand, by properly informing the agent of the Superintendent in writing. Employees hired after 6/30/21 shall not be eligible for this benefit.

The retirees shall pay the full group rate costs of such health insurance coverage to the insurance carrier at the schedule determined by the Business Office.

- 10.2 Employees covered by this Agreement may also enroll in the Town of South Windsor Retirement Plan according to the current provisions of the plan, with the following changes effective upon the ratification of this agreement.

Benefit formula of 2.25 % final five year base salary, multiplied by years of credited service for years 0-20, and 2.5% final five year base salary multiplied by years of credited service for years 21-30, with a maximum benefit formula of seventy percent (70%) of final five (5) year average base salary.

Employee contribution formula of 4.5% of base salary until June 30, 2009.

Effective July 1, 2009, Employee contribution formula of 5% of base salary.

Retirement age 60.

100% vested after 5 years of continuous service.

Employees hired on or after the signing of this Agreement, are eligible to participate only in a Defined Contribution 401(a) Pension Plan. The Board shall contribute six percent (6%) of the employee's base salary and the employee shall contribute six percent (6%) of base salary to said plan.

- 10.3 Each participant in the plan shall receive a statement from the employer annually which shall report the participant's contributions for the year and the total contributions to the plan to date.

Should there be any changes to the pension plan, the Union President shall receive new, updated and accurate pension plan booklets.

- 10.4 The BOE agrees to establish DC Plan, into which employees shall have the opportunity to make pre-tax contributions.
- 10.5 The Board shall provide access to AFLAC plan but will not pay for employees' participation in the plan.

ARTICLE XI - LEAVE PROVISIONS

- 11.0 Employees shall receive sick leave with full pay of one and one-half (1-1/2) working days a month. The amount of unused sick leave days that can be accumulated is 145 days for employees hired prior to January 1, 2000. Employees hired on or after January 1, 2000 can accumulate 100 days.
- 11.1 In exceptional cases, the Board may grant additional sick leave with pay. Request for such additional sick leave shall be in writing and must be signed by the employee.
- 11.2 Each employee shall be informed in writing of the number of accumulated sick leave days as of the beginning of that school year by October 15 of each year.

- 11.3 Sick leave may be used in the following cases:
- (a) Personal illness or physical injury
 - (b) Enforced quarantine of the employee in accordance of community health regulations.
 - (c) To meet dental or medical appointments. Employees shall be required to sign in and/or sign out, or notify their supervisor, when attending an appointment. If an employee fails to do so, a day's sick leave may be charged. A day's sick leave shall be charged for absences in excess of four hours; one-half day's sick leave shall be charged for absence of between two and four hours duration. For appointments of less than 2 hours in duration, sick leave shall be charged in 1 hour increments.
- 11.4 A doctor's certificate showing date and nature of illness or incapacity may be required after five (5) working days of absence or after providing written notification to the employee of potential sick leave abuse. After an extended sick leave, the Board may request a doctor's certificate showing the employee is fit to return to work.
- 11.5 If any employecc is out of work for more than five (5) working days, the Board may require a physical examination by a doctor of its election at the Board's expense to verify illness or incapacity.
- 11.6 If abuse of sick leave by an employee was indicated, the Board may require a physical examination by a doctor of its selection at the Board's expense verifying evidence of good health.
- 11.7 Upon death of the employee, the spouse of the employee; or in the event that there is not a surviving spouse, the issue of the employee; or in the event that there are no surviving issue of the employee, the estate of the employee shall be paid for forty percent (40%) of the sick leave accrued to his credit.
- 11.8 Employees hired prior to July 1, 2011 retiring from the employ of the Board will be paid a stipend at their retirement, which shall equal an amount arrived at by multiplying fifty percent (50%) of their unused sick leave times their per diem. Per diem shall be determined by the number of hours worked per day times the appropriate salary schedule step rate per hour. Employees hired on or after July 1, 2011 shall not be eligible for this stipend at retirement.

Employees shall be considered to be "retiring" if they are eligible for a retirement benefit in accordance with the current provisions of the Town of South Windsor Retirement Plan.

11.9 Other Personal Absence

It is understood that requests for use of personal leave will be made at least ten (10) working days in advance of the need for leave pursuant to subsections (a), (d), and (e). For all other personal leave requests, it is understood that such requests will be made as soon as practicable prior to the need to use such leave. A total of five days without salary deduction may be allowed, but will not accumulate from year to year for the following:

- (a) Days of religious obligation
- (b) Emergency or severe illness in immediate family.
- (c) Death in the family or attendance of funerals.
- (d) Marriage (maximum - 2 days) self, children, parents, siblings, siblings of spouse.
- (e) Attendance of graduation exercises (self, spouse, son, daughter).
- (f) Birth of child by spouse.
- (g) Personal business that cannot be transacted outside of regular work hours (reasons must be stated).
- (h) Attendance in court, or other legal demands outside the employee's control.
- (i) Other days without salary deduction in cases of emergency or hardship may be granted at the discretion of the Superintendent of Schools or his designate.
- (j) No days without salary deducting shall normally be granted immediately prior to or following a school holiday or vacation.

11.10 Workers' Compensation, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by accident or injury that occurred while the employee was engaged in the performance of his duties. The Board of Education covers all employees with workers' compensation insurance, which pays an eligible employee a percentage of his earnings during the period of his absence. The difference between his worker's compensation and his current straight time wages shall be provided by the Board of Education for a total period not to exceed seventy-five (75) days. If the employee continues to be out on worker's compensation, the employee may utilize their accrued sick leave to cover the difference between his worker's compensation and his current straight time wages for an additional forty-five (45) days. Said amount shall be payable at the time benefits are paid by the compensation carrier and in accordance with the procedures, rules and regulations of the Board and the carrier.

In exceptional cases, the Board may grant additional injury leave beyond the one hundred twenty (120) days upon request of the employee and analysis of the individual case.

11.11 Military Leave

Military leave, not to exceed two weeks in any fiscal year, shall be granted to regular employees when required to serve a period on active reserve or National Guard duty. Employees shall be entitled to full pay at their base rate less any military pay received for

this period.

11.12 Leave of Absence for Child Bearing and Child Rearing

An employee request for a leave of absence for child bearing and/or child rearing shall be in accordance with the South Windsor Board of Education administrative procedures concerning such requests.

11.13 Child Bearing Leave

- a. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be treated as temporary disabilities for all job-related purposes. (The term "temporary disability" shall be interpreted as being within the meaning of the term "sick" used in Section 10-156 of the Connecticut General Statutes.)
- b. Accumulated sick leave shall be available for use during periods of such disability.
- c. Disability leave beyond any accumulated sick leave shall be available for such reasonable further period of time as a female employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto.
- d. Policies and procedures involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.
- e. Pregnancy or childbirth shall not be the basis of termination for employment or compulsory resignation.

11.14 Child Rearing Leave

- a. An employee shall be entitled upon written request, to an extended leave without pay for purposes of child rearing, apart from any period of childbirth disability leave with pay. Such employee shall be entitled to such leave for any school year, or reasonably requested portion thereof, in which the child is born, adopted, or fostered, and for one additional school year if requested by the employee.
- b. Child rearing leave shall be subject to the following provisions:
 1. Employees requesting leave shall submit not less than thirty (30) days written notice of the anticipated date of ending performance of duties.
 2. The cost of insurance fringe benefits, if continued, shall be paid for in full by the employees and in accordance with Board procedures.

11.15 Jury Duty

Employees shall be entitled to full pay at their base rate for absence because of Jury Duty, less the fee paid with respect to such Jury Duty.

- 11.16 Leaves without pay may be granted by the Superintendent for a limited definite period, not to exceed one (1) year, for the following reasons:
- a. Health, upon advice of physician.
 - b. Other personal reasons subject to review and approval of the Superintendent.
- 11.17 Application for such leave of absence must be made in writing stating the request and the length of time desired. A leave of absence expires automatically at the date of expiration approved for the leave unless the individual has applied for, and been granted, an extension for up to six (6) additional months.
- 11.18 Individuals who have been granted a leave of absence without pay shall notify the Superintendent in writing, no later than thirty (30) days before the return date, of their intention to return to work. Individuals who have been granted a leave of absence without pay for sixty (60) days or less shall notify the Superintendent in writing not later than fifteen (15) days before the return date of their intention to return to work. Failure to notify the Board of intent to return within the specified time limits shall be treated as a resignation by the employee.

An individual returning from a leave of absence without pay shall be restored to the same position at the appropriate hourly rate level that was held at the time the leave was granted or to a similar position with the same rate of pay.

- 11.19 Any employee who has been granted a leave of absence without pay shall not be paid for or accrue any holiday, sick leave or vacation time during the period of the absence.
- 11.20 Any employee may continue health insurance benefits while on leave of absence at his/her own expense.

ARTICLE XII - HOLIDAYS

- 12.0 The following days shall be considered holidays for purpose of this section:

Independence Day	New Year's Day
Labor Day	Martin Luther King Day
Columbus Day	President's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Christmas	2 Floating Holidays

“Floating” holidays must have supervisory pre-approval

- 12.1 When there is no school for South Windsor students on any such legal holiday, the holiday shall be observed as a day off with regular pay, provided the employee works the day before and the day after the holiday.

- 12.2 When any such holiday does not require the closing of school and school is held, the employee shall be given another day off with regular pay in lieu thereof. For eligible employees, such holidays are to be arranged in advance with The Superintendent of Schools or his designate with particular dates scheduled in accordance with the school work schedule requirements.

The final right of scheduling such holiday observance shall be reserved by the school system to insure proper operation of the district's functions.

- 12.3 When such holiday does not require the closing of school, and school is not held but a teacher workday is scheduled, a reduced work force may be assigned by the Board. Those who work will be paid at the holiday rate OR they may elect to take another day off with regular pay in lieu thereof. Employees who do not work will receive the day off with regular pay, provided the employee works the day before and the day after the holiday.

For eligible employees such holidays are to be arranged in advance with the Superintendent of Schools or his designate with particular dates scheduled in accordance with school work schedule requirements.

The final right of scheduling such holiday observance shall be reserved by the school system to insure proper operation of the district's requirements.

- 12.4 Whenever any of these holidays shall occur while an employee is out on sick leave, the employee shall be paid for the holiday at his earned rate and his sick leave shall not be charged for that holiday.

- 12.5 When a holiday occurs during regular vacation, said holiday shall not be charged against the employee's earned vacation time. The employees shall be granted an additional vacation day to be scheduled in accordance with Section 13.1.

ARTICLE XIII - VACATION

- 13.0 All personnel covered under the terms of the Agreement shall be entitled to vacation as follows:

An initially-employed person with less than 12 months of service - 1 vacation day for each full month of service, not to exceed ten days. An initially-employed person with less than 12 months of service shall use vacation days in the fiscal year in which they are accrued, following the completion of his/her probationary period.

12 months of service, but less than 60 months - 10 vacation days.

60 months of service, but less than 120 months - 15 vacation days.

120 months of service or more - 20 vacation days.

Except for persons with less than 12 months of service as of July 1, the employee's anniversary date of hire will be used to determine the amount of vacation time due as of

July 1, each year. Service is computed by counting backward from July 1 of the academic year employed.

13.1 For eligible employees, annual vacation weeks are to be arranged in advance with the Superintendent of Schools, or his designate, in accordance with the terms of this section.

13.2 Eligible employees will receive notice of the vacation period on or before February 15.

Employees will be allowed to request vacation during the December, winter, and spring vacation periods.

13.3 Employees must choose for their entitled vacation time a first and second preference.

Requests for vacation shall be submitted by employees no later than March 15. If the employee has not selected his/her vacation preferences by March 15, then the school system shall have the right to assign vacations.

13.4 The Superintendent of Schools, or his designate shall arrange a schedule of vacations within the work schedule requirements of the school system. Notification of such vacation schedule shall be provided to the employees prior to April 15.

Vacation shall, insofar as possible, be allotted to employees on the basis of school system seniority, but limited to their specific building with the final right of allotment reserved by the school system to insure proper operation of the Facilities Services Department functions.

13.5 All vacation time shall be taken in the fiscal year with no overlapping or accruals from year to year.

13.6 For the part-time employees, earned vacation will be paid at the employee's current hourly rate of pay and will be computed as a ratio of:

$$\text{Entitled days} \times \text{hours per day} \times \frac{\text{months}}{12} = \frac{\text{Vacation}}{\text{Hours Due}}$$

13.7 Pro rata accumulated vacation pay to the end of the preceding month shall be granted to an employee in the event he terminates his services with the Board, providing the employee gives the Superintendent of Schools or his designate at least two (2) weeks advance written notice of his desire to terminate.

13.8 In the event of an employee's death, his pro rata accumulated vacation pay shall be paid to his surviving spouse. In the event there is no then surviving spouse, the issue of the employee, or in the event that there are no surviving issue of the employee, such payment shall be made to his estate.

ARTICLE XIV - DISCIPLINARY ACTION

14.0 The Board shall have the right to discipline or discharge employees for just cause.

Disciplinary penalties comprise three (3) groups: warnings, suspensions or demotions, and discharges. All actions taken under this section shall be initiated within (15) working days after such time as the Administration becomes aware of the event giving rise to the disciplinary action. Under normal circumstances, discipline shall be applied in progressive order (i.e. first warning, then suspension or demotion, then discharge). In cases of serious employee misconduct, this progression need not be followed, and employees involved may be discharged, suspended or demoted for the first offense.

Copies of all notices of disciplinary actions taken under this article shall be given to the department steward and the Union President.

- 14.1 The service record of any employee disciplined above prior to July 1, 2011 shall be cleared after three (3) years from the date of the infraction.

Effective July 1, 2011, any record of discipline listed above and/or placed into an employee's personnel file after July 1, 2011, will remain in the employee's personnel file and may be used to show notice to the employee concerning prohibited conduct. However, said record of discipline shall not be used for progressive discipline after three (3) years of the date of the record of discipline.

ARTICLE XV - GRIEVANCE PROCEDURE

- 15.0 A grievance shall mean a complaint by an employee that his rights under the specific language of this Agreement have been violated, or that as to him there is a misinterpretation or misapplication of the specific provisions of this Agreement. As used in this Agreement, the term "employee" shall mean either: (1) an individual employee, or (2) a group of employees having the same grievance.
- 15.1 Grievance hearings will be held during working hours of the aggrieved employee whenever possible; however, this will not necessitate leaving a school in session without custodial coverage or require the Board of Education to secure a substitute for the period of a hearing.
- 15.2 Witnesses and Officials of the Union in the employ of the Board and the aggrieved party shall not receive compensation by the Board for the time spent at grievance hearings beyond the normal working hours of the parties participating. Every effort will be extended to limit grievance hearings to two (2) hours per grievance per step.
- 15.3 Grievances by the employee, Union or group of employees shall be submitted to the supervising administrator not more than ten (10) working days after the aggrieving action, or the time the Union or employee(s) reasonably should have had knowledge of the action.
- 15.4 Grievances involving the interpretation or application of a specific section of this Agreement shall be processed in the following manner:

Step 1

The aggrieved employee with his Steward or his Union Representative, if he so desires, and the supervising administrator shall meet in an effort to resolve the grievance. If the

parties are unable to do so, it may be submitted to the next step by stating the grievance in writing, specifying the section of the Agreement involved, and giving a copy to the Business Manager within ten (10) working days after the above meeting.

Step 2

The Assistant Superintendent for Personnel & Administration shall arrange a meeting within ten (10) working days to discuss the grievance further. The Assistant Superintendent for Personnel & Administration will answer the grievance in writing within ten (10) working days after the above meeting.

Step 3

If not satisfactory, the grievance may be submitted within ten (10) working days thereafter to the Superintendent of Schools or his/her designate, who will meet within ten (10) working days to discuss the grievance further. The Superintendent or his/her designate shall answer the grievance within one (1) week after the day of the above meeting.

Step 4

If a grievance is not settled, it may be submitted, at the request of either party, to arbitration before the Connecticut State Board of Mediation and Arbitration. The request for arbitration shall be in writing and must be filed with the Board of Arbitration no later than twenty (20) working days after receipt of the written answer of the Board of Education under Step 3 above. The parties may mutually agree to request the mediation services of the State Board of Mediation and Arbitration to seek resolution of a grievance that has been submitted to arbitration.

If mutually agreed, the parties may submit the grievance to American Arbitration Association (AAA) in lieu of the CSBMA, unless the Board elects to have the grievance heard before AAA, in which case the Board shall assume all costs associated with AAA arbitration except for the Union's cost for their representative.

- 15.5 The Arbitrator designated shall hear and decide only one (1) grievance at a time. His award shall be final and binding as provided by law. He shall be bound by and must comply with all terms of this Agreement and shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement. The cost of arbitration shall be borne equally by both parties.
- 15.6 Any time limits specified within this Article, except for the initial filing of a grievance may be extended in writing by mutual agreement of the Union and the Board of its designate provided that if a grievance is not submitted to a higher step in the above procedure, it shall be deemed settled on the basis of the answer in the last step considered.
- 15.7 "Days" as used in this procedure shall mean working days, Monday through Friday, holidays excluded, whether or not otherwise noted. One week shall mean five such working days.

ARTICLE XVI - DURATION

16.0 This Agreement shall be effective as of the first day of the July, 2018 and shall remain in full force and effect until the thirtieth day of June, 2021. Negotiations for future collective bargaining agreements shall be conducted in accordance with the Municipal Employees Relations Act.

ARTICLE XVII - SAVING CLAUSE

17.0 If any section, clause, or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provisions herein, shall become inoperative or fail by reason of the invalidity of any other portion or provisions and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the other.

IN WITNESS WHEREOF, the parties hereto have set their hand this
8 DAY OF November 2018.

South Windsor Board of Education


Assistant Superintendent for
Personnel & Administration

AFSCME Council 4 LOCAL 1303-29


President, Local 1303.29


Union Representative, Local 1303.29

APPENDIX A

Hourly Rates - Effective July 1, 2018 - June 30, 2019 (2.0%)

Classification	Entry Rate	Six-Month Rate	Position Rate
Part Time Custodian	17.27	19.42	21.58
Custodian I & Courier	18.49	20.82	23.13
*Custodian II	20.97	23.6	26.22
Maintainer	24.92	28.02	31.13

Per Article 5.5: Custodian II - High School/Middle School/ Ellsworth School Admin. Building
 Add 6 % per hour differential: **Entry - \$22.23 Six-Month - \$25.02 Position - \$27.80**

Hourly Rates - Effective July 1, 2019 - June 30, 2020 (2.0%)

Classification	Entry Rate	Six-Month Rate	Position Rate
Part Time Custodian	17.62	19.81	22.01
Custodian I & Courier	18.86	21.24	23.59
*Custodian II	21.39	24.07	26.74
Maintainer	25.42	28.58	31.75

Per Article 5.5: Custodian II - High School/Middle School/ Ellsworth School Admin. Building
 Add 6% per hour differential: **Entry - \$22.67 Six-Month - \$25.52 Position - \$28.36**

Hourly Rates - Effective July 1, 2020 - June 30, 2021 (2.0%)

Classification	Entry Rate	Six-Month Rate	Position Rate
Part Time Custodian	17.97	20.21	22.45
Custodian I & Courier	19.24	21.66	24.06
*Custodian II	21.82	24.55	27.27
Maintainer	25.93	29.15	32.39

Per Article 5.5: Custodian II - High School/Middle School/ Ellsworth School Admin. Building
 Add 6% per hour differential: **Entry - \$23.12 Six-Month - \$26.03 Position - \$28.93**

APPENDIX B

BONUS PAYMENTS

EMPLOYEE

EFFECTIVE FISCAL YEAR

Milner

1990-91

Wilson

Current

APPENDIX C

BOARD OF EDUCATION OF THE TOWN OF SOUTH WINDSOR, CT

Authorization for Deduction

To: Assistant Superintendent for Personnel and Administration
 South Windsor Board of Education

CONNECTICUT COUNCIL NO. 4
AMERICAN FEDERATION OF STATE, COUNTY, & MUNICIPAL EMPLOYEES
AFL-CIO

By:

Last Name	First Name	Middle Initial
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To:

Name of Employer

Effective _____, I hereby authorize you to deduct from my earnings each _____ (payroll period) a sufficient amount to provide for the regular payment of the current rate of monthly union dues or service fees, as certified by the union. The amount deducted shall be paid to the treasurer of _____ (union name and number) of the American Federation of State, County, and Municipal Employees. This authorization shall remain in effect in accordance with the working agreement, or upon termination of my employment.

Signature (Do Not Print)

Local Number

Street Address (Print)

Phone Number

City and State (Print)

Zip Code

For Office Use
PLEASE PRINT THE FOLLOWING:

Employee's Full Name: _____

Employee's Home Address: _____

Job Title: _____

